

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor, at the Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the services hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" Form Number CG 0001), including products and completed operations; and
2. Insurance Services Office Form No. CA 001 covering Automobile Liability, code 1 "any auto" or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8 "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance.

B. Minimum Limits of Insurance.

The Contractor shall maintain limits no less than:

1. Commercial General Liability: US\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: US\$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of US\$100,000 per accident.
4. Professional Errors and Omissions: US\$5,000,000 aggregate.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, the DCAC, their officers, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverage:

- a. The City of San José, the Deferred Compensation Advisory Committee, their officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, the DCAC, their officers, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects City, the DCAC, their officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, the DCAC, their officers, employees agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by the Contractor shall not affect coverage provided City, the DCAC, their officers, employees, agents or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.

E. Acceptability of Insurers.

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage.

The Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City's Risk Manager:

Risk Management
Finance Department
City of San José
200 East Santa Clara Street
San José, CA 95113-1905

G. Subcontractors.

The Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

H. Amendment/Modification of Insurance Requirements

These insurance requirements may be amended or waived by the mutual agreement of the Contractor and the City Risk Manager, provided the City Risk Manager determines that the amendment or modification will not substantially increase the DCAC's or City's liability for activities permitted under this Agreement.